

DOUGLAS E. LUMISH (Bar No. 183863)
dlumish@kasowitz.com
JEFFREY G. HOMRIG (Bar No. 215890)
jhomrig@kasowitz.com
JOSEPH H. LEE (Bar No. 248046)
jlee@kasowitz.com
L. OKEY ONYEJEKWE JR. (Bar No. 250354)
oonyejekwe@kasowitz.com
JOSEPH B. SHEAR (Bar No. 262222)
jshear@kasowitz.com
KASOWITZ, BENSON, TORRES & FRIEDMAN LLP
101 California Street, Suite 2300
San Francisco, California 94111
Telephone (415) 421-6140
Facsimile (415) 398-5030

STEVEN D. CHIN (*pro hac vice*)
schin@kasowitz.com
KASOWITZ, BENSON, TORRES & FRIEDMAN LLP
1633 Broadway
New York, New York 10019
Telephone (212) 506-1907
Facsimile (212) 500-3407

Attorneys for Plaintiffs/Counterclaim Defendants,
TransPerfect Global, Inc., TransPerfect Translations
International, Inc., and Translations.com, Inc.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

TRANSPERFECT GLOBAL, INC.,
TRANSPERFECT TRANSLATIONS
INTERNATIONAL, INC., AND
TRANSLATIONS.COM, INC.,

Plaintiffs/Counterclaim
defendants,

v.

MOTIONPOINT CORPORATION,

Defendant/Counterclaim
plaintiff.

Case No. CV 10-02590 CW

**TRANSPERFECT'S ANSWER TO
MOTIONPOINT'S SECOND AMENDED
COUNTERCLAIMS**

JURY TRIAL DEMANDED

1 Plaintiffs and Counterclaim Defendants TransPerfect Global, Inc., TransPerfect
 2 Translations International, Inc., and Translations.com, Inc. (collectively, “TransPerfect”), by way
 3 of this Answer To MotionPoint Corporation’s (“MotionPoint”) Answer To TransPerfect’s Second
 4 Amended Complaint and Counterclaims, state:

5 TransPerfect denies each and every allegation in MotionPoint’s Answer To TransPerfect’s
 6 Second Amended Complaint and Counterclaims (“Amended Counterclaims”), except as
 7 hereinafter specifically admitted or explained. To the extent that the headings, or any non-
 8 numbered statements, in MotionPoint’s Amended Counterclaims contain any allegations against
 9 TransPerfect, TransPerfect denies each and every allegation therein.¹

10 **NATURE OF THE AMENDED COUNTERCLAIMS**

11 1. To the extent that paragraph 1 contains any allegations against TransPerfect,
 12 TransPerfect denies each and every allegation therein.

13 **THE PARTIES**

14 2. On information and belief, TransPerfect admits that MotionPoint is a Florida
 15 corporation.

16 3. TransPerfect admits that TransPerfect Global, Inc. is a Delaware corporation with
 17 its principal place of business at Three Park Avenue, 39th Floor, New York, New York 10016.

18 4. TransPerfect admits that TransPerfect Translations International, Inc. is a New
 19 York corporation with its principal place of business at Three Park Avenue, 39th Floor, New
 20 York, New York 10016. TransPerfect admits that TransPerfect Translations International, Inc. is
 21 a wholly-owned subsidiary of TransPerfect Global, Inc.

22 5. TransPerfect admits that Translations.com, Inc. is a Delaware corporation with its
 23 principal place of business at Three Park Avenue, 39th Floor, New York, New York 10016.
 24 TransPerfect admits that Translations.com, Inc. is a wholly-owned subsidiary of TransPerfect
 25 Translations International, Inc.

26
 27
 28 ¹ Moreover, TransPerfect specifically denies each and every affirmative defense pleaded by MotionPoint as not warranted.

JURISDICTION

6. TransPerfect admits that MotionPoint purports to bring counterclaims pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 *et seq.* and the Patent Laws of the United States, 35 U.S.C. §§ 1 *et seq.*, including 35 U.S.C. § 271. Except as expressly admitted, denied.

7. TransPerfect admits that the Court has jurisdiction over MotionPoint's Amended Counterclaims pursuant to 28 U.S.C. § 1331, 1338. Except as expressly admitted, denied.

8. TransPerfect admits that it is subject to personal jurisdiction in this Court because it has filed a declaratory judgment complaint in this district. TransPerfect denies that it has submitted itself to the jurisdiction of the Court for any other purpose. Except as expressly admitted, denied.

9. TransPerfect admits that venue is proper in this judicial district under 28 U.S.C. §§ 1391 and 1400(b).

MOTIONPOINT'S GENERAL ALLEGATIONS

10. TransPerfect admits that the title page of United States Patent No. 7,580,960 B2 ("the '960 patent") states on its face that the patent was issued on August 25, 2009. TransPerfect admits that on its face the '960 patent is entitled "Synchronization Of Web Site Content Between Languages." TransPerfect denies that the '960 patent was duly and legally issued. Except as expressly admitted, denied.

11. TransPerfect admits that the title page of United States Patent No. 7,584,216 B2 ("the '216 patent") states on its face that the patent was issued on September 1, 2009. TransPerfect admits that on its face the '216 patent is entitled "Dynamic Language Translation of Web Site Content." TransPerfect denies that the '216 patent was duly and legally issued. Except as expressly admitted, denied.

12. TransPerfect admits that the title page of United States Patent No. 7,627,479 B2 ("the '479 patent") states on its face that the patent was issued on December 1, 2009. TransPerfect admits that on its face the '479 patent is entitled "Automation Tool For Web Site Content Language Translation." TransPerfect denies that the '479 patent was duly and legally issued. Except as expressly admitted, denied.

13. TransPerfect admits that the title page of United States Patent No. 7,627,817 B2 (“the ’817 patent”) states on its face that the patent was issued on December 1, 2009. TransPerfect admits that on its face the ’817 patent is entitled “Analyzing Web Site For Translation.” TransPerfect denies that the ’817 patent was duly and legally issued. Except as expressly admitted, denied.

14. TransPerfect admits that it has a product known as “GlobalLink OneLink.” TransPerfect otherwise denies each and every allegation in paragraph 14 of MotionPoint’s Amended Counterclaims.

FIRST COUNTERCLAIM

The ’960 Patent

15. TransPerfect realleges its responses as set forth in paragraphs 1 through 14 above and incorporates by reference paragraphs 1 through 14, inclusive, as though fully set forth in this paragraph.

16. TransPerfect denies any and all allegations contained in paragraph 16 of MotionPoint’s Amended Counterclaims.

17. TransPerfect denies any and all allegations contained in paragraph 17 of MotionPoint’s Amended Counterclaims.

18. TransPerfect denies any and all allegations contained in paragraph 18 of MotionPoint’s Amended Counterclaims.

19. TransPerfect denies any and all allegations contained in paragraph 19 of MotionPoint’s Amended Counterclaims.

20. TransPerfect denies any and all allegations contained in paragraph 20 of MotionPoint’s Amended Counterclaims.

21. TransPerfect denies any and all allegations contained in paragraph 21 of MotionPoint’s Amended Counterclaims.

SECOND COUNTERCLAIM

The ’216 Patent

22. TransPerfect realleges its responses as set forth in paragraphs 1 through 14 above

1 and incorporates by reference paragraphs 1 through 14, inclusive, as though fully set forth in this
2 paragraph.

3 23. TransPerfect denies any and all allegations contained in paragraph 23 of
4 MotionPoint's Amended Counterclaims.

5 24. TransPerfect denies any and all allegations contained in paragraph 24 of
6 MotionPoint's Amended Counterclaims.

7 25. TransPerfect denies any and all allegations contained in paragraph 25 of
8 MotionPoint's Amended Counterclaims.

9 26. TransPerfect denies any and all allegations contained in paragraph 26 of
10 MotionPoint's Amended Counterclaims.

11 27. TransPerfect denies any and all allegations contained in paragraph 27 of
12 MotionPoint's Amended Counterclaims.

13 28. TransPerfect denies any and all allegations contained in paragraph 28 of
14 MotionPoint's Amended Counterclaims.

15 **THIRD COUNTERCLAIM**

16 **The '479 Patent**

17 29. TransPerfect realleges its responses as set forth in paragraphs 1 through 14 above
18 and incorporates by reference paragraphs 1 through 14, inclusive, as though fully set forth in this
19 paragraph.

20 30. TransPerfect denies any and all allegations contained in paragraph 30 of
21 MotionPoint's Amended Counterclaims.

22 31. TransPerfect denies any and all allegations contained in paragraph 31 of
23 MotionPoint's Amended Counterclaims.

24 32. TransPerfect denies any and all allegations contained in paragraph 32 of
25 MotionPoint's Amended Counterclaims.

26 33. TransPerfect denies any and all allegations contained in paragraph 33 of
27 MotionPoint's Amended Counterclaims.

28 34. TransPerfect denies any and all allegations contained in paragraph 34 of

1 MotionPoint's Amended Counterclaims.

2 35. TransPerfect denies any and all allegations contained in paragraph 35 of
3 MotionPoint's Amended Counterclaims.

4 **FOURTH COUNTERCLAIM**

5 **The '817 Patent**

6 36. TransPerfect realleges its responses as set forth in paragraphs 1 through 14 above
7 and incorporates by reference paragraphs 1 through 14, inclusive, as though fully set forth in this
8 paragraph.

9 37. TransPerfect denies any and all allegations contained in paragraph 37 of
10 MotionPoint's Amended Counterclaims.

11 38. TransPerfect denies any and all allegations contained in paragraph 38 of
12 MotionPoint's Amended Counterclaims.

13 39. TransPerfect denies any and all allegations contained in paragraph 39 of
14 MotionPoint's Amended Counterclaims.

15 40. TransPerfect denies any and all allegations contained in paragraph 40 of
16 MotionPoint's Amended Counterclaims.

17 41. TransPerfect denies any and all allegations contained in paragraph 41 of
18 MotionPoint's Amended Counterclaims.

19 42. TransPerfect denies any and all allegations contained in paragraph 42 of
20 MotionPoint's Amended Counterclaims.

21 **FIFTH COUNTERCLAIM**

22 **U.S. Patent No. 6,526,426 ("the '426 Patent")**

23 43. TransPerfect realleges its responses as set forth in paragraphs 1 through 9 above
24 and incorporates by reference paragraphs 1 through 9, inclusive, as though fully set forth in this
25 paragraph.

26 44. TransPerfect admits that it has asserted that MotionPoint infringes the '426 patent.

27 45. TransPerfect admits that it has asserted that MotionPoint infringes the '426 patent
28 and that MotionPoint denies this allegation.

1 46. TransPerfect denies any and all allegations contained in paragraph 46 of
2 MotionPoint's Amended Counterclaims.

3 47. TransPerfect denies any and all allegations contained in paragraph 47 of
4 MotionPoint's Amended Counterclaims.

5 **SIXTH COUNTERCLAIM**

6 **The '426 Patent**

7 48. TransPerfect realleges its responses as set forth in paragraphs 1 through 9 above
8 and incorporates by reference paragraphs 1 through 9, inclusive, as though fully set forth in this
9 paragraph.

10 49. TransPerfect admits that MotionPoint alleges an actual case or controversy exists
11 between TransPerfect and MotionPoint as to whether the '426 patent is invalid. TransPerfect
12 denies this allegation.

13 50. TransPerfect denies any and all allegations contained in paragraph 50 of
14 MotionPoint's Amended Counterclaims.

15 51. TransPerfect denies any and all allegations contained in paragraph 51 of
16 MotionPoint's Amended Counterclaims.

17 **SEVENTH COUNTERCLAIM**

18 **U.S. Patent No. 7,207,005 ("the '005 Patent")**

19 52. TransPerfect realleges its responses as set forth in paragraphs 1 through 9 above
20 and incorporates by reference paragraphs 1 through 9, inclusive, as though fully set forth in this
21 paragraph.

22 53. TransPerfect admits that it has asserted that MotionPoint infringes the '005 patent.

23 54. TransPerfect admits that it has asserted that MotionPoint infringes the '005 patent
24 and that MotionPoint denies this allegation.

25 55. TransPerfect denies any and all allegations contained in paragraph 55 of
26 MotionPoint's Amended Counterclaims.

27 56. TransPerfect denies any and all allegations contained in paragraph 56 of
28 MotionPoint's Amended Counterclaims.

EIGHTH COUNTERCLAIM**The '005 Patent**

57. TransPerfect realleges its responses as set forth in paragraphs 1 through 9 above and incorporates by reference paragraphs 1 through 9, inclusive, as though fully set forth in this paragraph.

58. TransPerfect admits that MotionPoint alleges an actual case or controversy exists between TransPerfect and MotionPoint as to whether the '005 patent is invalid. TransPerfect denies this allegation.

59. TransPerfect denies any and all allegations contained in paragraph 59 of MotionPoint's Amended Counterclaims.

60. TransPerfect denies any and all allegations contained in paragraph 60 of MotionPoint's Amended Counterclaims.

NINTH COUNTERCLAIM**U.S. Patent No. 6,857,022 ("the '022 Patent")**

61. TransPerfect realleges its responses as set forth in paragraphs 1 through 9 above and incorporates by reference paragraphs 1 through 9, inclusive, as though fully set forth in this paragraph.

62. TransPerfect admits that it has asserted that MotionPoint infringes the '022 patent.

63. TransPerfect admits that it has asserted that MotionPoint infringes the '022 patent and that MotionPoint denies this allegation.

64. TransPerfect denies any and all allegations contained in paragraph 64 of MotionPoint's Amended Counterclaims.

65. TransPerfect denies any and all allegations contained in paragraph 65 of MotionPoint's Amended Counterclaims.

TENTH COUNTERCLAIM**The '022 Patent**

66. TransPerfect realleges its responses as set forth in paragraphs 1 through 9 above and incorporates by reference paragraphs 1 through 9, inclusive, as though fully set forth in this

1 paragraph.

2 67. TransPerfect admits that MotionPoint alleges an actual case or controversy exists
3 between TransPerfect and MotionPoint as to whether the '022 patent is invalid. TransPerfect
4 denies this allegation.

5 68. TransPerfect denies any and all allegations contained in paragraph 68 of
6 MotionPoint's Amended Counterclaims.

7 69. TransPerfect denies any and all allegations contained in paragraph 69 of
8 MotionPoint's Amended Counterclaims.

9 **MOTIONPOINT'S PRAYER FOR RELIEF**

10 Paragraphs 1-11 following Paragraph 69 of MotionPoint's Counterclaims state a Request
11 for Relief for which no responsive pleading is required. To the extent a response is necessary;
12 TransPerfect denies that MotionPoint is entitled to any of the requested relief.

13 Dated: November 2, 2011

Kasowitz, Benson, Torres & Friedman LLP

15 By: /s/ Douglas E. Lumish

16 Douglas E. Lumish
17 Jeffrey G. Homrig
18 Joseph H. Lee
Lawrence Okey Onyejekwe Jr.
Joseph B. Shear
Steven D. Chin (*pro hac vice*)

19
20 Attorneys for Plaintiffs/Counterclaim
21 Defendants,
22 TransPerfect Global, Inc., TransPerfect
23 Translations International, Inc., and
24 Translations.com, Inc.
25
26
27
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